

# FOIA Electronic Reading Room

## Document Coversheet

**Document Description:** N68936-04-D-0030 CONTRACT

☐

**This document has been released in its entirety.**

☒

**Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are below indicated.**

☐

Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy

☐

Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.

☐

Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:

☒

Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.

☐

Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.

☐

Exemption (b)(6) Information excised is certain individual names and personal identifiers and is excised for heightened interest in the personal privacy of Department of Defense personnel that is concurrent with the increased security awareness demands.

☐

Exemption (b) (7) Information excised is investigatory records or information compiled for law enforcement purposes

☐

Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions

☐

Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)

Naval Air Warfare Center Weapons Division

1 Administration Circle Stop 1009

China Lake, CA 93555-6100.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9		PAGE OF PAGES 1 34	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-04-D-0030		3. EFFECTIVE DATE 30 Sep 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010081603			
5. ISSUED BY CDR NAWCWD CODE 23000E ATTN: N. SIMPSON (805) 989-1303 575 T <sup>h</sup> AVE SUITE 1, BLDG 05 POINT MUGU CA 92042-5040		CODE N68936		6. ADMINISTERED BY (If other than Item 5)  See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) SYSTEMS & ELECTRONICS INC JOHN O'CONNELL 201 EVANS LANE ST LOUIS MO 63121-1126				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 98255				FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
				ITEM			
11. SHIP TO/MARK FOR  See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPLOC SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1619		CODE N68936	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c) [ ]				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	28 - 31
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	10 - 15	X	J	LIST OF ATTACHMENTS	32
X	D	PACKAGING AND MARKING	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	17	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	18		L INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	19 - 22	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	23 - 27				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return codes to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-04-R-0040 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award commensurates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER NATHAN J SIMPSON / PROCUREMENT CONTRACTING OFFICE TEL: (805) 989-1383 EMAIL: nathan.simpson@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  Nathan Simpson (Signature of Contracting Officer)		20C. DATE SIGNED 30-Sep-2004	
BY _____ (Signature of person authorized to sign)							

**Section A - Solicitation/Contract Form**

**CLAUSES INCORPORATED BY FULL TEXT**

**FOR YOUR INFORMATION:** The following addresses and point of contacts are provided:

Name: Gary Trimble  
Phone: (805) 989-4384  
DSN: 351-4384  
FAX: (805) 989-0561  
Email address: gary.trimble@navy.mil

**U.S Postal Service Mailing Address:**

COMMANDER  
CODE 230000E (G. Trimble - 805-989-4603)  
NAVAIRWARCENWPNDIV  
575 "I" AVE SUITE 1  
POINT MUGU, CA 93042-5049

**Direct Delivery Address (UPS, FedEx, etc):**

COMMANDER  
CODE 230000E (G. Trimble)  
NAVAIRWARCENWPNDIV  
BLDG 65, RM 1-MAILROOM  
POINT MUGU, CA 93042-5049

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	RSTS T&M Contractor Field Services to support radar systems test set (RSTS) to support F/A-18 in accordance with Attachment (1), Specification - Contractor Field Services and individual task orders to be issued during the period 01 Oct 2004 through 30 Sep 2005. FOB: Destination MILSTRIP: N3237905RXP0711 PURCHASE REQUEST NUMBER: 0010091603  Task 31521 Task 30055	1	Lot	b (4)	b (4)
	MAN DAY RATE		504 M/D	b (4)	b (4)
	MAN HOUR RATE			b (4)	
	CARRIER ALFOAT MAN DAY RATE				

## TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Relocation COST Relocation* FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				\$10,000.00	

\*Although the Government has included this estimated amount for relocation per period of performance, the contractor will be allowed only one reimbursed relocation, every 36 months per Section C, herein.

MAX COST	\$10,000.00
----------	-------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Travel	UNDEFINED	Lot	UNDEFINED	UNDEFINED

COST - SUBSISTANCE, LODGING AND TRAVEL \$19,860.00  
 FOB: Destination

G&A RATE (APPLIED TO TRAVEL EXPENSES ONLY)

TOTAL TRAVEL AND G&A

TOTAL AMOUNT BASE PERIOD

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	RSTS	1	Lot	b(4)	b(4)

T&M

Contractor Field Services to support radar systems test set (RSTS) to support F/A-18 in accordance with Attachment (1), Specification - Contractor Field Services and individual task orders to be issued during the period 01 Oct 2005 through 30 Sep 2006.

FOB: Destination

MILSTRIP: N3237905RXP0711

Task 31521

NAS JRB Fort Worth, TX

Task 30055

NAS Oceana, VA

MAN DAY RATE

504 M/D

MAN HOUR RATE

CARRIER ALFOAT MAN DAY RATE

TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE UNDEFINED	MAX AMOUNT UNDEFINED
---------	-------------------	------------------------------	-------------	-------------------------	-------------------------

0005  
OPTIONRelocation  
COST

Relocation\*

\$10,000

FOB: Destination

\*Although the Government has included this estimated amount for relocation per period of performance, the contractor will be allowed only one reimbursed relocation, every 36 months per Section C, herein.

MAX COST

\$10,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE UNDEFINED	MAX AMOUNT UNDEFINED
---------	-------------------	------------------------------	-------------	-------------------------	-------------------------

0006  
OPTION

Travel

COST - SUBSISTANCE, LODGING AND TRAVEL

\$21,370.00

FOB: Destination

G&amp;A RATE (APPLIED TO TRAVEL EXPENSES ONLY)

TOTAL TRAVEL AND G&amp;A

TOTAL AMOUNT OPTION PERIOD ONE:

MAX COST

b(4)

b(4)

b(4)

b(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	RSTS T&M Contractor Field Services to support radar systems test set (RSTS) to support F/A-18 in accordance with Attachment (1), Specification - Contractor Field Services and individual task orders to be issued during the period 01 Oct 2006 through 30 Sep 2007. FOB: Destination MILSTRIP: N3237905RXP0711  Task 31521 NAS JRB Fort Worth, TX Task 30055 NAS Oceana, VA  MAN DAY RATE 504 M/D MAN HOUR RATE CARRIER ALFOAT MAN DAY RATE  TOT MAX PRICE	1	Lot	b (4)	b (4)
				b (4)	b (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Relocation COST Relocation* FOB: Destination *Although the Government has included this estimated amount for relocation per period of performance, the contractor will be allowed only one reimbursed relocation, every 36 months per Section C, herein.	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				\$10,000.00	
				MAX COST	\$10,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Travel COST - SUBSISTANCE, LODGING AND TRAVEL FOB: Destination  G&A RATE (APPLIED TO TRAVEL EXPENSES ONLY) TOTAL TRAVEL AND G&A  TOTAL AMOUNT OPTION PERIOD TWO:	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				\$22,995.00	
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	RSTS T&M	1	Lot	b(4)	b(4)

Contractor Field Services to support radar systems test set (RSTS) to support F/A-18 in accordance with Attachment (1), Specification - Contractor Field Services and individual task orders to be issued during the period 01 Oct 2007 through 30 Sep 2008.

FOB: Destination

MILSTRIP: N3237905RXP0711

Task 31521

NAS JRB Fort Worth, TX

Task 30055

NAS Oceana, VA

MAN DAY RATE

504 M/D

MAN HOUR RATE

CARRIER ALFOAT MAN DAY RATE

TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Relocation COST	UNDEFINED	Lot	UNDEFINED	UNDEFINED

Relocation\*

\$10,000.00

FOB: Destination

\*Although the Government has included this estimated amount for relocation per period of performance, the contractor will be allowed only one reimbursed relocation, every 36 months per Section C, herein.

MAX COST

\$10,000.00



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	Travel	UNDEFINED	Lot	UNDEFINED	UNDEFINED

COST - SUBSISTANCE, LODGING AND TRAVEL  
 FOB: Destination

\$24,742.00

G&A RATE (APPLIED TO TRAVEL EXPENSES ONLY)

TOTAL TRAVEL AND G&A

TOTAL AMOUNT OPTION PERIOD THREE:

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	RSTS	1	Lot	b(4)	b(4)

T&M

Contractor Field Services to support radar systems test set (RSTS) to support F/A-18 in accordance with Attachment (1), Specification - Contractor Field Services and individual task orders to be issued during the period 01 Oct 2008 through 30 Sep 2009.

FOB: Destination

MILSTRIP: N3237905RXP0711

Task 31521

NAS JRB Fort Worth, TX

Task 30055

NAS Oceana, VA

MAN DAY RATE

504 M/D

MAN HOUR RATE

CARRIER ALFOAT MAN DAY RATE

TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	Relocation COST Relocation* FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				\$10,000.00	
				MAX COST	\$10,000.00

\*Although the Government has included this estimated amount for relocation per period of performance, the contractor will be allowed only one reimbursed relocation, every 36 months per Section C, herein.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	Travel COST - SUBSISTANCE, LODGING AND TRAVEL FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				\$24,932.00	
	G&A RATE (APPLIED TO TRAVEL EXPENSES ONLY)				
	TOTAL TRAVEL AND G&A				
				MAX COST	
	TOTAL AMOUNT OPTION PERIOD FOUR:				
	TOTAL AMOUNT OF CONTRACT:				\$1,734,953.20

#### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.211-9504 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (NOV 1999)

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The NAVAIR clause 5252.232-9507, "Limitation of Funds - Time and Material and Labor-Hour Contracts", applies independently to each task order under this contract and nothing in this provision amends the rights or responsibilities of the parties hereto under that clause. In addition, the notifications required by this clause are separate and distinct from any specified in the NAVAIR 5252.232-9507.

(d) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under any order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the ceiling price that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only (i.e. will apply only to effort expended after a modification (if any) is issued.

(e) Within thirty days after completion of the work under each task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each CLIN or SLIN listed in the task order schedule, including the identification of the key employees utilized.

(2) The total labor price plus estimated total allowable material cost incurred under the task order,

(3) In the case of a cost underrun, the amount by which the task order amount may be reduced to recover excess funds.

(f) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

**Section C - Descriptions and Specifications****CONDITONS OF CONTRACT**

(a) Tasks hereunder which must be performed outside the Continental United States shall be subject to the provisions of OPNAV Instruction 5720.3D, and all other appropriate regulations, orders and instructions of the Secretary of the Navy, the Department of the Navy, or the Department of Defense. The Contractor shall instruct each representative to familiarize himself with the provisions contained in the aforementioned documents. Requests for certificates of identification and other credentials for Contractor representatives shall be made in accordance with said documents.

(b) The Government shall have the right hereunder to order delivery of services for performance of tasks in areas which have been designated by the Department of Defense as subject to hostile fire, or at locations where the Contractor representative is subject to actual hostile fire as established and defined by current Department of Defense Directives.

(c) Contractor representatives assigned to perform tasks hereunder at locations outside the Continental United States shall be accredited to the United States Navy, shall be given proper credentials and identification cards and shall be subject to such regulations as have been or may hereafter be issued by the United States Government regarding Contractor representatives serving with the United States Armed Forces in foreign theaters of operation.

(d) To avoid unnecessary delays at the port of embarkation, the Contractor is responsible for ensuring that personnel designated to perform under this contract have the proper security clearance, passports and visas and have met the immunization requirements for the area to which they are assigned. Contractor personnel reporting for overseas assignments without the proper passport, visa, security clearance and/or inoculations are not considered to be fully qualified to perform their assignments. No compensation for services will be allowable under this contract until the time needed to process the above items is completed.

(e) With respect to Contractor representatives not accompanied by dependents, Government quarters, if available, shall be utilized on overseas assignments (that are outside of the continental United States). Whether or not such quarters will be considered available shall be determined in accordance with the criteria set forth below:

(i) Government quarters shall be considered available if accommodations suitable for a Commissioned officer are assigned.

(ii) The Government shall have six (6) weeks after the reporting date of an employee to assign accommodations suitable for a commissioned officer, in the event such accommodations are not assigned within the said (6) weeks, Government Quarters shall be considered unavailable.

(iii) In the event Government Quarters are made available after an employee has been utilizing commercial quarters for a period of six (6) weeks or more after the reporting date, the employee may elect to utilize such Government quarters, however, utilization of Government Quarters is not mandatory.

(iv) Notwithstanding (i) and (ii) above, in the event of occupancy of any Government quarters requested by an employee, the said Government quarters shall be considered adequate and available.

(v) Notwithstanding (i) and (ii) above, in the event of voluntary occupancy by an employee of furnished Government quarters for a period in excess of six (6) weeks, the said quarters shall be considered adequate and available.

(vi) Quarters furnished while embarked in a naval vessel shall be considered adequate and available.

(f) The Contractor shall have the right to remove or replace his personnel assigned to perform tasks hereunder

pursuant to any order for services and to substitute other qualified personnel in lieu thereof, provided that such removal or replacement shall not be due cause for a break in services being furnished or additional costs to the Government and that such removal or replacement shall have been brought to the attention of the Commanding Officer, NATEC. Any removals or replacements for the convenience of the Contractor, including time of travel and training costs for replacement personnel, shall be at the Contractor's expense. The Contractor shall notify the Commanding Officer, NATEC approximately thirty (30) days prior to such change so that orderly processing of task description letter and related security and administrative details may be accomplished. Removals and replacements of Contractor personnel shall be at the expense of the Contractor except when such removal or replacement is for reasons as follows:

(i) Employees whose removal or replacement is necessitated by circumstances beyond the control of the Contractor, except employee resignations or walking off the job, shall be replaced at the current man day rate in the contract with no relocation expenses to the Government.

(ii) Employees removed as a result of task cancellation or completion of services hereunder. The Government will notify the contractor at least fifteen (15) days prior to the cancellation or termination of any task.

(iii) Removal or replacement of employees performing tasks hereunder who have been continuously performing tasks under this contract, or the immediate prior NATEC technical services contract for the same task, at a single location for a continuous period of thirty-six (36) or more consecutive months.

(g) Upon any finding of unsatisfactory performance of the task by the inspector designated hereunder, the Commanding Officer, NATEC, may upon written notice of such findings to the Contractor, direct the Contractor to cease further performance of the task in whole or in part. Any entitlement to reimbursement for services performed pursuant to any order for services hereunder shall cease upon receipt of such notice by the Contractor. In the event a finding of unsatisfactory performance of the task is based upon an act or acts by Contractor employee or employees that are unlawful; in violation of Government regulations, or that constitute habits or traits of character which are prejudicial to good order and discipline, the Contractor shall be permitted to replace such employee or employees or may be directed to do so depending upon the severity of the situation. Any instance of unsatisfactory performance that results in removal of the employee, the contractor shall replace the employee at the current man-day rate in this contract. Such removal will not entitle the Contractor to reimbursement for travel or time of travel connected with such removal.

#### **MAN DAY RATES AND PER DIEM**

The Government will pay to the Contractor as full compensation for services rendered in performance of this contract, time and overtime rates listed in Section B (which rates are based on the following definitions), plus the various direct cost limitations listed in Section B as further qualified in other paragraphs of this Section C.

(a) **Straight Time:** A normally scheduled forty (40) hour workweek or a reduced workweek. A normally scheduled forty (40) hour workweek shall consist of five (5) eight (8) hour days per week. A week is a period of seven (7) consecutive days commencing on the first day of the normally scheduled workweek, Monday. A reduced work week shall consist of forty (40) hours less the amount of time off for vacation leave, sick leave, and/or any of the ten (10) holidays, provided however, such time off occurs on a day that the Contractor's employee's normally work. The man day rates for straight time shall cover all expenses, prorated vacation and/or emergency leave, sick leave, holidays (New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day and Christmas), applicable insurance of all kinds, general and administrative expense, salaries of personnel (including support personnel), and profit; excluding any and all costs which are directly reimbursable in accordance with other paragraphs of this section.

(b) **Overtime** is generally defined as work in excess of eight (8) hours in one day and work in excess of forty (40) hours in one week for the regular schedule, or in the case of the compressed work schedule (CWS), work in excess of ten (10) hours in one day and work in excess of eighty (80) hours in two weeks, not accounted for under (i)

above, or work in excess of a reduced work week not accounted for under (i) above.

(c) **Carrier Afloat Man-Day Rate:** The contractor shall use a Carrier Afloat man-day rate in such a manner as to compensate individuals for sea duty that may occur (including any excess of eight [8] hours in a day or excess of five [5] days in a week). The Carrier Afloat man-day rate shall be billable on a man-day basis, Monday through Friday only. The Carrier Afloat rate is only used when the contractor's representative is providing services on a carrier while at sea; it is not used for services provided while the carrier is in port.

(d) **Payment for Overtime -** payment under this contract shall not include any amounts of overtime premiums, except to the extent that they either are:

(i) Approved in writing by Commanding Officer, NATEC, on behalf of the Government, or

(ii) Paid for the following type of work:

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment or occasional production bottlenecks of a sporadic nature;

(2) By indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities or accounting;

(3) In the performance of test, industrial process, laboratory procedures, loading or unloading of transportation media, and operations in flight, which are continuous in nature and cannot reasonably be interrupted or otherwise completed; or

(4) Which will result in lower overall cost to the Government.

(e) **Travel, Subsistence and Lodging for Temporary Duty (TDY) Assignments -** will be paid to the Contractor on an actual basis up to the maximum amounts listed for each TDY assignment location in accordance with the most recent Joint Travel Regulation allowances and terms of this contract plus the Contractor's applicable SG&A rate. All such costs shall be subject to review of allowability and allocability and approved by NATEC prior to payment.

#### **DEFINITION OF MAN DAYS AND SERVICES**

(a) The services to be performed pursuant to any task ordered hereunder shall be accomplished during the period set forth in Section F of the Schedule, but the time of starting and ending performance of the task shall be as set forth in the order for services. For the purpose of this Section, the term "services" shall be considered to include:

(i) Any period during which a Contractor representative is delayed or prevented from performing any task ordered hereunder where and if such delay or nonperformance is the result of causes beyond the control of said representative or the Contractor.

(ii) Except as provided in the Clause entitled "Conditions of Contract", any time of travel with due celerity for Contractor representatives to proceed to the site or sites for the performance of tasks hereunder, for transfer between task sites, and for return of such representatives to the Contractors plant upon completion or termination of a task, including any period of waiting when and if such delay in travel, is the result of causes beyond the control of the Contractor's representative.

(1) Time of travel with due celerity, is defined as the time required for travel by commercial or Government aircraft unless either (a) transportation by commercial or Government aircraft is not available or (b) travel by other means is deemed to be in the best interest of the Government.

(2) If a task ordered under this contract requires services to be performed outside the Continental United States, the domestic rates specified in the Schedule are applicable to that portion of the time necessary for travel between the contractor's plant and the overseas site (that is outside of the continental United States) which is spent within the Continental United States.

(b) Vacation time and/or emergency leave, sick leave, the ten national and/or legal holidays (New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving and Christmas), training for representatives if required, and any Contractor designated holidays observed by his representatives at the task site, are considered indirect costs and such day shall not be directly billable against any task ordered hereunder.

#### **TRAVEL, HOUSEHOLD MOVING AND RELOCATION EXPENSES**

The Contractor shall be reimbursed for travel expenses, household-moving expenses, and relocation expenses incurred by its representatives performing tasks ordered under this contract plus the Contractor's applicable SG&A rate. Reimbursement for these expenses will be at actual cost, subject to the terms and conditions of this contract. Section B of this contract contains the estimated reimbursable expenses.

(a) When available the Contractor shall direct employees performing tasks ordered hereunder to utilize Government transportation within the continental United States. If such Government transportation is not readily available, transportation may be made by commercial carrier or privately owned automobile and the cost paid by the Contractor, subject to reimbursement in accordance with subparagraph (c) below on presentation of properly certified Reimbursable Expense Claim as required under Section G hereof.

(b) In the event a task ordered hereunder requires travel overseas that is outside of the continental United States, the Government will furnish in addition to necessary transportation within the continental United States, all transportation from the Port of Embarkation in the continental United States to the site of work, between sites of work, and return to the Port of Entry in the continental United States. In the event that the Government Agency furnishing the transportation by Government Carrier requires payment, the Contractor shall pay the cost thereof and be reimbursed pursuant to the terms of this Section. If such Government transportation is not available, transportation may be made by commercial carrier.

(c) When domestic and overseas travel (outside of the continental United States) is by Government or Commercial Carrier, the Government will reimburse the Contractor on the basis of actual cost, and when such travel is performed by private automobile, the Government will reimburse the Contractor at a fixed rate in accordance with the current Joint Travel Regulations rate per mile plus road, ferry and bridge toll, provided that:

(i) In the event Government transportation is available but not utilized, payment for transportation costs shall be limited to the amount of transportation cost incurred had Government transportation been utilized, or the actual transportation costs whichever is lower; and

(ii) Transportation by private or rental automobile is determined to be in the best interests of the Government.

(iii) When travel is performed by private automobile, reimbursable mileage hereunder shall be computed in accordance with the current issue of Rand McNally Standard Highway Mileage Guide.

(d) The cost of transportation reimbursable in the preceding paragraphs (a) through (c) includes only such cost of transportation as are incurred by Contractor's employees in performance of tasks ordered hereunder. Transportation shall be deemed to include travel for Contractor representatives to proceed to site or sites for performance of tasks

hereunder, for transfer between task sites and for return of such representatives to contractor's plant upon completion or termination of task, except when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract." The Contractor shall not be reimbursed as a (direct or indirect) charge under this contract for any costs of transportation for on-base travel at U.S. Military Installations, or for daily travel to and from work.

(e) In the event a task ordered hereunder requires performance at a location within the continental U.S. for a period of twelve (12) months or more, the Contractor shall be reimbursed for costs of travel and time of travel as set forth in subparagraphs (a) through (d) above, and for actual costs incurred in movement or storage of personnel effects of individual contractor representatives performing there under; provided that in no event shall costs be reimbursed for shipment of personnel effects in excess of 12,000 pounds, based on release at lowest evaluation, or for storage in excess of thirty (30) days or be contrary to FAR 31. Per diem in lieu of reimbursement for household move shall not be allowable for tasks requiring performance in the continental U.S. (CONUS) for periods of twelve (12) months or longer unless authorized by the Commanding Officer, NATEC. Subsistence and lodging costs at the contractor representative's permanent duty station within CONUS shall not be reimbursed unless specifically authorized by other provisions of this contract.

(f) On completion or cancellation of any task ordered hereunder performed within the continental United States, the Contractor will be reimbursed for cost of time and travel of the representative; and for movement and storage of personnel effects as set forth in subparagraph (e) above from location of task performance to Contractor's plant, except as set forth in subparagraph (g) below and the Section C clause entitled "Conditions of Contract".

(g) In the event the Contractor is reimbursed for transportation and moving costs under provisions of subparagraphs (e) above and subsequently removes the technical representative under provisions of the Section C clause entitled "Conditions of Contract", paragraph (f), for convenience of the Contractor, the amount of such reimbursement shall be returned to the Government unless a replacement representative is furnished and all costs incident to such replacement are borne by the Contractor.

(h) The Contractor shall not be reimbursed for movement or storage of personal effects of technical representatives nor for relocation allowances when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract".

(i) When tasks require performance outside the Continental United States, the Government will not reimburse the Contractor for any relocation costs other than the cost of travel and time of travel of the Contractor representatives assigned to perform under the ordered task.

(j) Nothing contained herein and notwithstanding FAR 31.205-35 (Relocation costs), shall be construed as imposing an obligation on the Government to reimburse the Contractor for any expenses involving transportation, relocation, subsistence, lodging, travel, and similar expenses of persons other than Contractor representatives assigned to perform task ordered hereunder. Accordingly, unless otherwise stated, only the contractor employee (and not members of the immediate family) will be reimbursed for relocation or travel costs according to the terms of this contract.

#### **SERVICES FURNISHED BY THE GOVERNMENT**

(a) Use of Government communication facilities is authorized for the exchange of messages between Contractor personnel and the Contractor, where and when available and if the Contractor is unable to procure commercial communication services, but the use therefore shall be subject to the regulations of the Representatives of the Government in charge thereof.

(b) Contractor employees will be authorized the use of local Government telephone facilities (except DSN) on a no-charge basis. The authorization shall be limited to official business telephone calls as required in the direct



performance of services under this contract. Use of telephones hereunder shall be in accordance with the same local directives as are applicable to Government employees.

(c) Use of DSN capability is not authorized.

**EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED**

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instruction, regulations or policies might possibly be contravened and no appearance of a conflict of interest will result.

**Section D - Packaging and Marking**

**CLAUSES INCORPORATED BY FULL TEXT**

**D-TXT-04      CLASSIFIED MATTER (APR 2002)**

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

**Section E - Inspection and Acceptance**

**CLAUSES INCORPORATED BY REFERENCE**

52.246-6

Inspection--Time-And-Material And Labor-Hour

MAY 2001

**INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all services performed pursuant to task(s) ordered hereunder shall be made by the Commanding Officer, NATEC, or his/her representative and shall be based on satisfactory performance of the services identified in the Task Description and Specification, Attachments (1) and (2).

(a) The Certificate of Services (Attachment (3)) is used to document acceptance and satisfactory performance of the Contractor's representative. The certifying officer will annotate the Certificate of Services as to any reported information which cannot be certified or is incorrect. The certifying officer is the Federal Officer at the site of task performance responsible for ensuring that the task is properly performed. The certifying officer is normally the NATEC Officer in Charge at the NATEC Detachment to which the task is assigned. If there is not a NATEC Detachment at the task site, then the maintenance officer of the user activity utilizing the services at the task location will normally be the certifying officer.

(b) The COR shall rely on the certifying officer's certification of the information contained in the Certificate of Services for verification of what services were actually provided to the Government. The Certification of Services will also serve as substantiation that the services provided were satisfactory.

**Section F - Deliveries or Performance****CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

**CLAUSES INCORPORATED BY FULL TEXT****5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)**

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is one manday; the maximum quantity is total estimated value of the contract.

**F-TXT-01 OPTION PERIOD OF PERFORMANCE (MAR 2003)**

(1) The period of performance for CLIN(s) 0004 through 0006 beginning 01 Oct 2005 and ending 30 Sep 2006. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9.

(2) The period of performance for CLIN(s) 0007 through 0009 beginning 01 Oct 2006 and ending 30 Sep 2007. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9.

(3) The period of performance for CLIN(s) 0010 through 0012 beginning 01 Oct 2007 and ending 30 Sep 2008. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9.

(4) The period of performance for CLIN(s) 0013 through 0015 beginning 01 Oct 2008 and ending 30 Sep 2009. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9.

## Section G - Contract Administration Data

**EFT INFORMATION**

Payment shall be made by Electronic Fund Transfer (EFT) to:

Systems & Electronics Inc.

b (4)

## CLAUSES INCORPORATED BY FULL TEXT

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### **5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)**

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

#### **G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)**

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: [\\_joconne@seistl.com](mailto:_joconne@seistl.com)

#### **G-TXT-04 APPOINTMENT OF ORDERING OFFICER(S) (APR 2002)**

(a) The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s): Naval Air Technical Data and Engineering Service Command, P. O. Box 357031, Naval Air Station, North Island, San Diego, CA 92135-7031

(b) The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

**INVOICE AND PAYMENT****INVOICES AND PAYMENT**

(a) The contractor shall submit monthly invoices (2 copies) for all amounts claimed to be due in respect to the fixed sums and direct reimbursable costs provided for under the clauses "Man Day Rates and Per Diem" and "Travel, Household Moving and Relocation Expenses" hereof. Each invoice shall indicate the applicable task order number(s) and shall be supported by copies of applicable Certificates of Service and Reimbursable Expenses Claims.

(b) Invoices shall be forwarded directly to the Commanding Officer; Naval Air Technical Data and Engineering Service Command (NATEC), Code 3.7, P.O. Box 357031, NAS North Island, San Diego, CA, 92135-7031.

(c) Upon receipt of invoices, the Commanding Officer, NATEC, will certify these invoices as to receipt and acceptance and forward same to the paying office cited on individual orders, where public vouchers will be prepared and payment will be made.

(d) The Contractor shall include the following information on all invoices covering man-days of service and directly reimbursable expenses mentioned in subparagraph (a) above:

(i) The contract number and the applicable task order number.

(ii) The task number, the name of the individual performing services, and the period covered. If the billing covers multiple tasks, they shall be listed on the invoice in task number sequence.

(iii) The number of man-days of service rendered and/or description of the expenses claimed.

(iv) The general location of the task site; i.e., domestic shipboard, shipboard in war hazard area, overseas, etc.

(v) The specific location where services were performed.

(vi) The contract man-day rate for man-days of service rendered and/or the contract rate (if appropriate) for each type of expense billed.

(vii) The extended amount for each item billed.

(viii) Any other information considered pertinent.

(e) All invoices detailed above shall be in accordance with the following format:

**BILLING SCHEDULE (MONTH)(YEAR)**

CONTRACTOR NAME AND ADDRESS:				CONTRACT NUMBER:		
TASK NUMBER	NAME OF INDIVIDUAL	PERIOD COVERED	DAYS OF SERVICE AND EXPENSES	GENERAL LOCATION	SPECIFIC LOCATION	CONTRACT RATE      AMOUNT

**SUBMISSION OF FORMS COVERING BREAKDOWN OF SERVICES AND DIRECT REIMBURSABLE EXPENSES**

(a) Form Covering Services: The Contractor shall require each representative assigned to perform tasks pursuant to an order for services hereunder to complete, obtain certification from the cognizant inspector, and submit to the Contractor, a Certificate of Service each month on the form provided by NATEC. Each report shall detail services furnished in performance of task from the first workday of the calendar month reported, and be submitted with the Contractor's invoices.

(b) Support Documents Covering Direct Reimbursables: Each invoice submitted by the Contractor for expenses which are directly reimbursable under Section C of the Schedule shall be supported by an itemized list of monthly expenses for each representative performing under an assigned task. Copies of commercial carrier tickets or other receipts must also be furnished with invoice.

**NOTIFICATION OF FINAL BILLING FOR SERVICES RENDERED**

(a) Upon submission of the final billing under the contract, the Contractor shall identify such billing by including on the invoice the following statement:

"This invoice represents the final billing for services rendered under Contract No. N68936-04-D-0030. Upon payment of the invoice, the above numbered contract shall be considered closed."

(b) The Contractor should submit final billing/completion invoices within sixty days of the last month after the completion of services. When additional billings will be submitted after completion of work, the Contractor will advise the Commanding Officer, NATEC, of the tasks concerned and estimated amount.

(c) Notwithstanding paragraphs (a) and (b) above, in no event will final billings or completion invoices be submitted later than one (1) year from the date of completion of work under this contract. Accordingly, if the final billing is not submitted within this timeframe, the contract will be considered closed.



**Section H - Special Contract Requirements****CLAUSES INCORPORATED BY FULL TEXT****5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)**

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):

Naval Air Technical Data and Engineering Service Command, P. O. Box 357031, Naval Air Station, North Island, San Diego, CA 92135

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$[insert dollar threshold], the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and

(vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation [paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds"] are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within N/A working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within N/A working days from the time of the oral communication amending the order.)

#### **5252.228-9501 LIABILITY INSURANCE (MAR 1999)**

The following types of insurance are required in accordance with the clause entitled, 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

#### **5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NOV 1999)**

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.

(b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional

funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continued to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order. If this contract or a Task Order is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract or Task Order, based upon the share of costs incurred by each.

#### **H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)**

(a) The Contracting Officer has designated:

NAME:	Lizabeth A. Filamor
CODE:	3.7.2A3
MAIL ADDRESS:	Naval Air Technical Data Engineering Service Command NAS North Island, PO BOX 357031 San Diego, CA 92135-7031

TELEPHONE NO: 619-545-1761

as the authorized Contracting Officer's Representative (COR) for this contract/order.

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

### **SPECIAL PROVISIONS**

(a) Written notification of task termination will not be issued unless the task termination date is changed from the task termination date specified in the task call-up letter or extension letter or message.

(b) Logistics Support for U.S. Contractors outside CONUS: The determination concerning Logistics Support such as APO/FPO Military Exchanges, Commissary and Officer Club privileges will be made by the Local Area Commander.

(c) The Contractor will ensure that all Contractor Field Service technical representatives and Task incumbents:

(i) Are financially prepared to commence immediate temporary duty assignments upon reporting to task.

(ii) Have in their possession at least one set of U.S. TECHNICIAN collar insignia - a collar insignia is defined as a gilt pin 5/8 inches wide by 3/4 inch high bearing the inscription U.S. TECHNICIAN.

(iii) Have the appropriate level of clearance required to perform his/her specific task. See Addendum to DD-254, Attachment (4) for task clearance requirements. Also, the contractor must provide Operations Security (OPSEC) protection for classified information (as defined in Industrial Security Directives) and sensitive information (as defined in Public Law 100-235, 8 January 1988) develop or used in performance of this contract.

(iv) Are well qualified to perform the task under this contract. The contractor is responsible for supervising techniques used in contract performance and for keeping task incumbents informed of all improvements, changes, and changes of operation.

### **REPRESENTATIVES ASSIGNED TO FILL TASKS IN THE WESTERN PACIFIC (WESTPAC)**

(a) All contractor representatives assigned to fill WESTPAC tasks ordered under this contract, if applicable, shall stop at the following NATEC "embarkation point" to verify possession of proper credentials and to obtain required NATEC endorsements on applicable paperwork prior to departing CONUS:

Commanding Officer  
Naval Air Technical Data and Engineering Service Command (NATEC)  
Code 3.7.1B2  
Building 341, Naval Air Station, North Island  
San Diego, California, 92135-7031

(b) All representatives are required to have, as a minimum, credentials for entry into Japan. Upon reporting to the

NATEC "embarkation point", representatives shall present all necessary credentials including valid passport with Department of State Stamp for entry into Japan.

(c) The contractor is entitled to bill one day of service for the day a representative reports to NATEC "embarkation point" with proper credentials. Contractor personnel reporting to the NATEC "embarkation point" without proper credentials, are not considered to be fully qualified to perform their assignments. Representatives shall not proceed to the WESTPAC assignment until the detachment cited above verifies that the Contractor's representatives possess proper credentials. Representatives having all necessary documentation will have written acknowledgment thereof entered on the Navy Technician Designation (NTD). No compensation for services shall be allowable under this contract until proper credentials are presented to and verified by the NATEC "embarkation point". Time expended by the representative and costs incurred in connection with obtaining proper credentials shall not be allowable as a direct cost under this contract.

**Section I - Contract Clauses****CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.230-2	Cost Accounting Standards	APR 1998
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991

52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 Oct 2004 through 30 Sep 2005\*

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

\*If option period one exercised, orders may be issued from 01 Oct 2005 through 30 Sep 2006.

\*If option period two exercised, orders may be issued from 01 Oct 2006 through 30 Sep 2007.

\*If option period three exercised, orders may be issued from 01 Oct 2007 through 30 Sep 2008.

\*If option period four exercised, orders may be issued from 01 Oct 2008 through 30 Sep 2009.

##### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$900,000.00 ;

(2) Any order for a combination of items in excess of \$900,000.00; or

(3) A series of orders from the same ordering office within two days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2009.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 [insert the period of time within which the Contracting Officer may exercise the option]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 Sep 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2005 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.



**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**Section J - List of Documents, Exhibits and Other Attachments**

## Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
			APR-13-2004
Attachment (1)	Contractor Field Services Task Description	2	
Attachment (2)	Specification - Contractor Field Services	2	
Attachment (3)	Certificate of Services	1	
Attachment (4)	DD254, Contract Security Classification Specification	6	

### **CFS TASK DESCRIPTION**

---

<b>Task</b>	<b>ACFT/Program</b>	<b>Service Type</b>	<b>Effective</b>	<b>Work months</b>
31521	F/A-18	Contract Field Service (CFS)		60

**Location:** NAS JRB Fort Worth, TX

**Task Type:** Radar Systems Test Set (RSTS) Billet in support of the F/A-18 program.

**Equipment:** Technical services with the F18 Radar Systems Test Set automatic test station AN/APM-446.

**Maintenance Level:**

**Organizational Level** ( ) **Intermediate** ( X ) **Depot** ( )

**TDY INFORMATION:**

**None** ( ) **Minimum** ( X ) **Extensive** ( )  
**East Coast** ( X ) **West Coast** ( ) **AFLOAT** ( X ) **Overseas** ( )

**Remarks:** A Secret Clearance is required.

### **CFS TASK DESCRIPTION**

---

<b>Task</b>	<b>ACFT/Program</b>	<b>Service Type</b>	<b>Effective</b>	<b>Work months</b>
30055	F/A-18	CFS		60

**Location:** NAS Oceana, VA

**Task Type:** Radar Systems Test Set (RSTS) Billet in support of the F/A-18 program.

**Equipment:** Technical services with the F18 Radar Systems Test Set automatic test station AN/APM-446.

**Maintenance Level:**

**Organizational Level** ( ) **Intermediate** ( X ) **Depot** ( )

#### **TDY INFORMATION**

<b>None</b> ( )	<b>Minimum</b> ( X )	<b>Extensive</b> ( )	
<b>East Coast</b> ( X )	<b>West Coast</b> ( )	<b>AFLOAT</b> ( X )	<b>Overseas</b> ( )

**Remarks:** A Secret Clearance is required.

---

## SPECIFICATION - CONTRACTOR FIELD SERVICES (CFS)

1. General: The primary purpose of Contractor Field Services (CFS) is to provide on-site proficiency training, technical guidance and information in the evaluation of unusual field problems and render technical guidance related specifically to the equipment cited in the contract schedule. The object of contract field services is to elevate the technical skills and abilities of Military and Civilian personnel of the Department of Defense responsible for the operation and maintenance of the system/equipment to the level of self-sufficiency.

2. Work Specification: The contractor shall provide contract field services to accomplish the purpose and objective specified in paragraph (1) above. Specific delineation of tasks are:

a. Provide on-site classroom and on-the-job training to Military and Civilian personnel of the Department of Defense on maintenance and operation techniques pertaining to adjustment, calibration, troubleshooting, bench check, routine maintenance, inspection and repair of the assigned system/equipment, including related control equipment.

b. Provide guidance and instruction on the use of associated special tools and test equipment.

c. Devise local training course outlines, lesson plans and written examinations, including guidance to military and civilian personnel of the Department of Defense in identifying needed training programs.

d. Emphasize safety precautions to be taken in all training provided.

e. Demonstrate best method of installing modifications, retro-fit kits, etc.

f. Render technical guidance to resolve difficult and unusual maintenance problems.

g. Provide an analysis of maintenance difficulties and advise on the establishment of changes to maintenance, inspection and training programs designed to improve the quality of maintenance.

h. Provide a liaison through which technical information related to maintenance and operational problems available in

the plant, can quickly be disseminated to Military and Civilian personnel of the Department of Defense.

i. Provide a liaison through which information related to installation kit, check out procedures and related data problems can be quickly relayed to the plant for correction and/or resolution.

j. Provide guidance to maintenance personnel in preparing failure data reports and unsatisfactory reports.

# CERTIFICATE OF SERVICE

1. CONTRACTOR:		2. CONTRACT NO.:		3. REPRESENTATIVE (LAST, FIRST, MI, SIGN):			4. TASK#:		5. DATE:			
6. TASK LOCATION (NAVAL ACTIVITY):		7. PERIOD OF CERTIFICATION:  THRU		NON-SERVICE DAYS			SERVICE DAYS					
				8. LEAVE		9. SICK	10. FOREIGN			11. DOMESTIC		12. TOTAL
							SS	SP	LB	SS	SP	LB
13. DETAILED REPORT OF SERVICES PERFORMED (AN ENTRY MUST BE MADE FOR EACH DAY OF THE MONTH)												
DATE	A TYPE QTRS	B TYPE ASSIGN	C TYPE SERVICE	D O/T	E ACTIVITY & LOCATION	F A/C TYPE & MODEL OR PROGRAM		G EQUIPMENT NOMENCLATURE		H HOURS		
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
14. AUTHORIZED OVERTIME (MUST BE PROVIDED FOR IN CONTRACT AND APPROVED)												
PURPOSE	HOURS	TYPE ASSIGN	TYPE SERVICE	A/C TYPE & MODEL OR PROGRAM	LOCATION/ACTIVITY	EQUIPMENT		AUTHORITY				
15. REMARKS:												
16. TA REMARKS (OPTIONAL): SERVICE WAS: ___ SAT ___ UNSAT* *REQUIRES REMARK				REMARKS:			TA SIGNATURE:					
17. INSPECTION: ABOVE SERVICES WERE RECEIVED BY THE U.S. GOVERNMENT						INSPECTOR'S SIGNATURE:						
TASK PERFORMED ___ SAT ___ UNSAT				TITLE/GRADE:			ACTIVITY:					
							NAME (PLEASE PRINT):					

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <b>SECRET</b> b. LEVEL OF SAFEGUARDING REQUIRED <b>N/A</b>	
<b>2. THIS SPECIFICATION IS FOR :</b> (x and complete as applicable)			<b>3. THIS SPECIFICATION IS FOR :</b> (x and complete as applicable)		
X	a. PRIME CONTRACT NUMBER		X	a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 040202
	b. SUBCONTRACT NUMBER			b. REVISED (Supersede all previous specs)	Revision No. Date (YYMMDD)
	c. SOLICITATION OR OTHER NUMBER	See Date (YYMMDD)		c. FINAL (Complete Item 5 in all cases)	Date (YYMMDD)
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes complete the following: Classified material received or generated under <u>N68936-01-D-0035</u> (Preceding Contract Number) is transferred to this follow-on contract.					
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes complete the following: In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____.					
<b>6. CONTRACTOR</b> (Include commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE SYSTEMS ELECTRONICS INC. 201 EVAN LANE ST. LOUIS, MO 63121-1126			b. CAGE CODE 98255		c. COORDINANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE INVESTIGATIVE SERVICE DIRECTOR OF INVESTIGATIVE SECURITY MIDWESTERN REGION 610 S. CANAL STREET CHICAGO, IL 60607-4677
<b>7. SUBCONTRACTOR</b>					
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE		c. COORDINANT SECURITY OFFICE (Name, Address, and Zip Code)
<b>8. ACTUAL PERFORMANCE</b>					
a. LOCATION  SEE PAGE 4 OF ATTACHED ADDENDUM			b. CAGE CODE		c. COORDINANT SECURITY OFFICE (Name, Address, and Zip Code)
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> CETS IN SUPPORT OF THE F18					
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b> YES NO					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X		
b. RESTRICTED DATA			X		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X		
			X		
a. INTELLIGENCE INFORMATION:					
(1) Sensitive Compartmented Information (SCI)			X		
(2) Non-SCI			X		
e. SPECIAL ACCESS INFORMATION			X		
g. NAFO INFORMATION			X		
h. FOREIGN GOVERNMENT INFORMATION			X		
i. LIMITED DISSEMINATION INFORMATION			X		
j. FOR OFFICIAL USE ONLY INFORMATION			X		
k. OTHER (Specify)					
<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b> YES NO					
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			X		
b. RECEIVE CLASSIFIED DOCUMENTS ONLY				X	
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				X	
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				X	
e. PERFORM SERVICES ONLY				X	
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., EXCEPT BY U.S. RESIDENTS AND TRUST RECIPIENTS			X		
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				X	
h. REQUIRE A COMSEC ACCOUNT				X	
i. HAVE TRAVEL REQUIREMENTS				X	
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				X	
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				X	
l. OTHER (Specify)					
SEE ITEM 13					



**12. PUBLIC RELEASE.** Any information identified or classified pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

COMMANDER, NAVAL AIR SYSTEMS COMMAND, PATUXENT RIVER, MD 20670-1549 (AIR-7.5.1)

to the Directorate for Freedom of Information and Security Review, Office of Assistant Secretary of Defense (Public Affairs) for review. \* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guidelines/directives referenced herein. Add additional pages as needed to provide complete guidance.)

THE CONTRACTOR SHALL COMPLY WITH FAR CLAUSE 52.204-2 ENTITLED SECURITY REQUIREMENT (APR 1984) AND DOD 5220.22-M (NATIONAL INDUSTRIAL SECURITY PROGRAM - LATEST ISSUE) IN ADMINISTERING SECURITY MATTERS INCIDENT TO PERFORMANCE OF TASK REQUIREMENTS.

CONTRACTOR ENGINEERING TECHNICAL SERVICES (CETS) PERSONNEL WILL REPORT TO THE COGNIZANT NATEC FIELD DETACHMENT OFFICER IN CHARGE FOR A SECURITY BRIEFING PRIOR TO REPORTING TO THEIR TASK ASSIGNMENT. PRIOR TO VACATING THEIR ASSIGNED TASK ALL CETS SHALL REPORT TO THE NATEC FIELD DETACHMENT OFFICER IN CHARGE IN ORDER TO BE DEBRIEFED AND RETURN ALL GOVERNMENT ISSUED CREDENTIALS AND ANY CLASSIFIED MATERIAL IN THEIR POSSESSION.

\*\* USING CONTRACTOR OR ACTIVITY WILL FURNISH COMPLETE CLASSIFICATION GUIDANCE FOR THE SERVICE TO BE PERFORMED THE HIGHEST LEVEL OF CLASSIFICATION FOR TASKS UNDER THIS CONTRACT IS

SECRET

CONTRACT IS FOR ENGINEERING SERVICES. CLASSIFICATION MARKINGS ON THE MATERIAL TO BE FURNISHED WILL PROVIDE THE CLASSIFICATION GUIDANCE NECESSARY FOR PERFORMANCE OF THIS CONTRACT.

\*\* THE SECURITY CLEARANCE REQUIRED FOR EACH TASK IS LISTED IN ATTACHED ADDENDUM.

SEE ADDENDUM ATTACHED HERETO

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☒ Yes ☐ No

Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of requirements to the cognizant security office. Use item 13 if additional space is needed.)

CETS personnel will comply with Host Unit Operations Security directives.

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements covered and the activity responsible for inspections. Use item 13 if additional space is needed.) ☐ Yes ☒ No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPE NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (include Area Code)

P. MITCHELL

Contracting Officers Security Representative

(619) 767-2203

d. ADDRESS (include Zip Code)

COMMANDING OFFICER  
NAVAL AIR TECHNICAL DATA AND ENGINEERING SERVICE COMMAND  
P. O. BOX 357031  
SAN DIEGO, CA 92135-7031

e. SIGNATURE

*P. Mitchell*

**17. REQUIRED DISTRIBUTION**

- ☒ a. CONTRACTOR  
☐ b. SUBCONTRACTOR  
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR  
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION  
☐ e. ADMINISTRATIVE CONTRACTING OFFICER  
☐ f. OTHERS AS NECESSARY NAESU 7.4

ADDENDUM TO DD254, BLOCK 13

1. A degree of security classification stipulated is dictated by the security requirements of the given task. The Government will stipulate the security requirements, if any, of each task.

2. The following conditions apply to classified tasks in CONUS

a. Confidential Clearance Level

The Contractor's representative must have at least a DISCO Interim Confidential Clearance prior to reporting on task site.

b. Secret Clearance Level

The Contractor's representative must have, at a minimum, a DISCO granted Interim Secret Clearance prior to reporting to task site.

3. The following conditions apply to classified tasks in overseas locations:

a. Confidential Clearance Level

The Contractor's representative must have at least a DISCO Interim Confidential Clearance prior to reporting to task site.

b. Secret Clearance Level

The Contractor's representative must have, at a minimum, a DISCO granted Interim Secret Clearance prior to reporting to task site.

4. Interim Clearances shall be processed in accordance with DOD 5220.22M (latest issue) paragraph 2-213.

DD254.adm  
5/16/00

ADDENDUM TO DD254, BLOCK 13

5. Clearance Transfers of incumbent personnel who are transferring from the employment of one contractor to another contractor shall be processed in accordance with DOD 5220.22M (latest issue) paragraph 2-214.

NOTE: The clearance procedures involved under interim clearances, and clearance transfers are of special importance when a given contract is being transferred from a prior contractor to a new contractor.

6. Foreign Nationals - All foreign nationals shall be required to obtain a disclosure authorization from the Navy International Programs Office (NAVY IPO-10), Washington, DC 20350-5000. Request shall be submitted to IPO-10 via the appropriate Embassy. The following information shall be included in all requests:

- a. Full name of individual.
- b. Title and rank
- c. Identification number when available (passport or ID Card Number).
- d. Location of duty station (in U.S.
- e. Duration.
- f. Security clearance held
- g. Security clearance required to perform duties under a Naval Air Technical Data and Engineering Service Command (NATEC) contract.
- h. Description of specific items of information individual shall require access to and their classification.

DD254.adm  
5/16/00

ADDENDUM TO DD254, BLOCK 13

7. No direct charges (man day rates or associated travel expenses) will be allowable if the Contractor's representative shows up at a task site without the specified security clearance or if a DISCO granted interim or final clearance is suspended, denied, withdrawn or revoked.

DD254.adm  
9/2/99

ADDENDUM TO DD254, BLOCK 13

<u>TASK NUMBER</u>	<u>MAN MONTHS</u>	<u>TASK LOCATION</u>	<u>SECURITY CLEARANCE</u>
30055	60	NAS Oceana, VA	SECRET
31521	60	NAS JRB Fort Worth, TX	SECRET

Total Man Months - 120  
Number of Tasks - 2  
Effective Date - 1 JUL 04